

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
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**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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**SOLICITATION**

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

11. The contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (**See** \_\_\_\_\_).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee  is,  is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.


d. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE	FACILITY CODE
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**  
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)


AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE
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## **Section A - Solicitation/Contract Form**

ADAL and Repair Child Development Center Bldg 90353

Purchase Requisition Number: A022674

Date: 08 Jun 2022

Proposal Identifier: FA441723R0004

Date: 08 Nov 2022

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Qty	Unit	Unit Price	Amount
0001	<p>ADDITION - (new building "minor construction") to include LC Class A/C (construction) and A/D (demolition). The contractor shall furnish all labor, materials, tools, equipment and supervision to provide construction of new 1,929 SQ FT addition to the existing building in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J. This scope will include all site related work as well as any specific mechanical, fire protection, and electrical work required to support this addition.</p> <p>THIS LINE ITEM IS SUBJECT TO P341 STATUTORY COST LIMITATION IN ACCORDANCE WITH 10 U.S.C. CHAPTER 169 (S) 2850(A), THE UNSPECIFIED MINOR CONSTRUCTION AUTHORIZATION LIMITATION IS \$2,000,000.00.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0002	<p>RENOVATION (existing building renovations only, includes LC Class B/C (construction) and B/D (demolition). The contractor shall furnish all labor, materials, tools, equipment and supervision to provide all renovations and work located within the perimeter of the existing facility, as defined within the drawings and specifications in accordance with Project FTVE12-1164 A&amp;B Alteration/Addition &amp; Repair Child Development Center, Bldg 90353, Hurlburt Field, FL, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0003	<p>RELOCATION of existing equipment into newly constructed ADDITION area (include LC Class A/E (equipment). The contractor shall furnish all labor materials, tools, equipment and supervision to perform all operations necessary to accomplish work in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0004	<p>RELOCATE existing equipment in RENOVATED area (include LC Class B /E (equipment): The contractor shall furnish all labor, materials, tools, equipment and supervision to perform all operations necessary to accomplish all work in accordance with Project FTEV 12-1164 A&amp;B, Alteration /Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p>				

	<p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0005	<p>INSTALL new Government Furnished Equipment (GFE) into newly constructed ADDITION area (include LC Class A/F): The contractor shall furnish all labor, materials, tools and supervision to install GFE into newly constructed ADDITION area in accordance with project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353 Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0006	<p>INSTALL new Government Furnished Equipment (GFE) in RENOVATED Area (include LC Class B/F): The contract shall furnish all labor, materials, tools, and supervision required to install GFE into renovated facility area in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0007	<p>Telecommunications in ADDITION area: The contractor shall furnish all labor, materials, tools, equipment and supervision required to provide all telecommunications infrastructure required to support the 1,929 SQ FT ADDITION area in accordance with Project FTEV 12-1164 A&amp;B, Alteration /Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, FL, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0008	<p>Telecommunications in RENOVATION area: The contractor shall furnish all labor, materials, tools, equipment and supervision required to provide all telecommunications infrastructure required to support the renovations and work located within the perimeter of the existing facility in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM PROPOSAL DUE DATE THROUGH 1 APRIL 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
	<p>ADDITION - (new building "minor construction") to include LC Class A/C</p>				

Option Line Item 1001	<p>(construction) and A/D (demolition). The contractor shall furnish all labor, materials, tools, equipment and supervision to provide construction of new 1,929 SQ FT addition to the existing building in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J. This scope will include all site related work as well as any specific mechanical, fire protection, and electrical work required to support this addition.</p> <p>THIS LINE ITEM IS SUBJECT TO P341 STATUTORY COST LIMITATION IN ACCORDANCE WITH 10 U.S.C. CHAPTER 169 (S) 2850(A), THE UNSPECIFIED MINOR CONSTRUCTION AUTHORIZATION LIMITATION IS \$2,000,000.00.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1002	<p>RENOVATION (existing building renovations only, includes LC Class B/C (construction) and B/D (demolition). The contractor shall furnish all labor, materials, tools, equipment and supervision to provide all renovations and work located within the perimeter of the existing facility, as defined within the drawings and specifications in accordance with Project FTVE12-1164 A&amp;B Alteration/Addition &amp; Repair Child Development Center, Bldg 90353, Hurlburt Field, FL, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1003	<p>RELOCATION of existing equipment into newly constructed ADDITION area (include LC Class A/E (equipment). The contractor shall furnish all labor materials, tools, equipment and supervision to perform all operations necessary to accomplish work in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1004	<p>RELOCATE existing equipment in RENOVATED area (include LC Class B /E (equipment): The contractor shall furnish all labor, materials, tools, equipment and supervision to perform all operations necessary to accomplish all work in accordance with Project FTEV 12-1164 A&amp;B, Alteration /Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
	<p>INSTALL new Government Furnished Equipment (GFE) into newly constructed ADDITION area (include LC Class A/F): The contractor shall furnish all labor, materials, tools and supervision to install GFE into newly</p>				

Option Line Item 1005	<p>constructed ADDITION area in accordance with project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353 Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1006	<p>INSTALL new Government Furnished Equipment (GFE) in RENOVATED Area (include LC Class B/F): The contract shall furnish all labor, materials, tools, and supervision required to install GFE into renovated facility area in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1007	<p>Telecommunications in ADDITION area: The contractor shall furnish all labor, materials, tools, equipment and supervision required to provide all telecommunications infrastructure required to support the 1,929 SQ FT ADDITION area in accordance with Project FTEV 12-1164 A&amp;B, Alteration /Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, FL, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 1008	<p>Telecommunications in RENOVATION area: The contractor shall furnish all labor, materials, tools, equipment and supervision required to provide all telecommunications infrastructure required to support the renovations and work located within the perimeter of the existing facility in accordance with Project FTEV 12-1164 A&amp;B, Alteration/Addition &amp; Repair Child Development Center, Building 90353, Hurlburt Field, Florida, in accordance with the attachments listed in Section J.</p> <p>PRICING FOR LINE ITEM TO BE VALID FROM 2 APRIL 2023 - 30 SEPTEMBER 2023.</p> <p>Product Service Code: Y1JZ Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price</p>	1	Job		

## **Section C - Description/Specifications/Statement of Work**

### **Requirements**

The contractor shall furnish all labor, materials, tools, supervision and equipment, and perform all operations necessary to accomplish all work, complete in place, to complete Addition/Alteration and Repair Child Development Center at Hurlburt Field, FL. All work shall be done in accordance with the requirements contained in Specifications and Drawings identified in Section J - List of Attachments. The projected period of performance is 515 calendar days after issuance of Notice to Proceed (NTP).



## **Section D - Packaging and Marking**

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-12	Inspection of Construction.	Aug 1996

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr 2012

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES</p>

	<p>415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
0006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>

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0008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p>

	<p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
Option Line Item 1005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow</p>

	<p>Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
<p>Option Line Item 1006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
<p>Option Line Item 1007</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>
<p>Option Line Item 1008</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See note</p> <p>DoDAAC: F2F323 CountryCode: USA</p> <p>1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES</p> <p>Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790</p>



**Section F - Deliveries or Performance**

## Overall Contract Delivery Period

From date of lead time event to beginning of performance

10 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance

515 Calendar Days

Date of Notice to Proceed Receipt

Line Item	Delivery Schedule	QTY	Address and POC
0001	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0002	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0003	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
	Delivery Schedule 1 Job Daily	1 Job	Place of Performance DoDAAC: F2F323



0004	515 Calendar Days		CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0005	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0006	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0007	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
0008	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES

			Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1001	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1002	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1003	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1004	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
	Delivery Schedule 1 Job Daily	1 Job	Place of Performance DoDAAC: F2F323

Option Line Item 1005	515 Calendar Days		CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1006	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1007	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790
Option Line Item 1008	Delivery Schedule 1 Job Daily 515 Calendar Days	1 Job	Place of Performance DoDAAC: F2F323 CountryCode: USA 1 SOCES CEOE AF BPN NO MILSBILLS PROCESSES 415 INDEPENDENCE RD HURLBURT FIELD, FL 32544-5267 UNITED STATES  Gary Billow Email: gary.billow.1@us.af.mil Telephone: 850-884-1790

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018

As prescribed in 232.7004(b), use the following clause:

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

\_\_\_\_\_  
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

\_\_\_\_\_

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4417
Admin DoDAAC	FA4417
Inspect By DoDAAC	F2F323
Ship To Code	F2F323
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	F2F323
Service Acceptor (DoDAAC)	F2F332
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	F2F332

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

## Section H - Special Contract Requirements

### Section H - Special Contract Requirements

#### ADDITIONAL CONTRACTOR INFORMATION:

-REQUIRED INSURANCE (IAW FAR 28.306(b)) Reference FAR clause entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract. The Contractor will have the option to complete a form entitled "Notification of Compliance with Contract Insurance Requirements" that will be provided by the Government at time of award, or to submit an insurance certificate before any work commences on the installation.

- a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational diseases with a minimum liability limit of \$100,000.00.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000.00 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobile used in connection with the performance of the contract. At least the minimum limits of \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

#### CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (IAW AFFARS 5352.242-9000)

- a. The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- b. Contractors will be required to complete a Contractor Employee Listing (to be provided at the pre-performance conference) in order for employees to gain access to the installation:
  - (i) The Contractor Employee List. This form must list every employee requiring access. Every time employees change, it must be updated to reflect additions and/or deletions. Identify those individuals you wish to have escort authority by including the word "escort" or "E" next to their names. Limit the number of individuals designated as escorts to a reasonable number (i.e. one or two). For work locations please use building numbers or areas (i.e. Bldg 90618 or Red Horse, AMMO Area, etc.). Once completed, send the list to the Contracting Office representative in EXCEL format using secure means such as hand carry, mail or the DoD SAFE site (<https://safe.apps.mil/>). The Contracting Officer will then prepare and attach a cover letter, and forward the Employee List to the Visitor Control Center.
- c. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- d. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, citing the appropriate paragraphs as applicable.
- e. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- f. Failure to comply with these requirements may result in withholding of final payment.

-PREPARATION OF MATERIAL APPROVAL SUBMITTALS Submittals contemplated by the clause herein entitled "Material and Workmanship" shall be accomplished on and in accordance with instructions pertaining to AF Form 3000 (Material Approval Submittal). Contractors should be prepared for Government processing time

of a minimum of fifteen (15) days for review and approval of submittals. This time frame may take longer depending on complexity or submittal disapproval.

#### -PREPARATION OF SCHEDULE FOR CONSTRUCTION CONTRACTS

The reports contemplated by clause entitled "Schedule for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064 (Contract Progress Schedule) and AF Form 3065 (Contract Progress Report). Contractors shall submit a completed AF Form 3065 weekly to the Contracting Office for review and approval.

#### -PROTECTION FOR PERSONALLY IDENTIFIABLE INFORMATION (PII) ON ELECTRONIC MEDIA

1. Protecting sensitive PII is everyone's responsibility. Sensitive PII is defined as personal information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

a. Some information, standing alone, is sensitive PII, such as: social security number in any form (including the 'last four'), alien registration number, biometric information, and financial account numbers.

b. Some information is sensitive PII when grouped with the person's name or other unique identifiers (like an address or phone number), such as: driver's license number, medical information, citizenship or immigration status, passport number, full date of birth, and authentication information, such as mother's maiden name, place of birth, or phone passwords.

2. Contractors shall:

a. Encrypt all e-mails containing sensitive PII sent to or from an unclassified e-mail account;

b. When encrypted e-mail is not feasible, but electronic transmission of sensitive PII is operationally required, will use a DoD approved file exchange, such as the Safe Access File Exchange, which can be found at <https://safe.apps.mil/>;

c. Not send sensitive PII to any person who does not have an official need for such information; and d. Not post or place sensitive PII on social media, share drives, SharePoint sites, or other similar collaborative environments, unless required for daily operation and the drive or site is password-protected or has other similar robust access controls which limit access only to persons who have an official need for such information.

3. These rules apply to any contractor doing business with Hurlburt Field.

4. Failure to comply with these rules may result in termination and/or debarment.

#### -SITE PROTECTION DURING HURRICANE SEASON

Normally, the period from 1 June through 30 November is the premier season for Hurricanes, Tropical Storms and Tropical Depressions for Hurlburt Field, FL and surrounding areas. In the event of a hurricane and at the direction of the Contracting Officer, the Contractor shall be responsible for:

a) Securing all equipment, materials and cleaning up the work area;

b) Continuing normal operations until directed otherwise by the Contracting Officer;

c) Evacuating the base as directed by the Contracting Officer;

d) Provide a POC to the Contracting Officer to recall the contractor after the danger is over;

e) Be prepared to resume normal operations when notified by the Contracting Officer. The work site should be free of objects capable of becoming airborne and causing a hazard. For service contracts, damages occurring as a result of contractor debris are the responsibility of the contractor and will be handled in accordance with FAR 52.237-2, this clause and other requirements of this contract. For construction contracts, per FAR clauses 52.236-9 and 52.236-12, you are required to maintain your work area free of debris and in a safe and secure condition at the completion of each work day with particular care during the hurricane season.

#### CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (IAW AFFARS 5352.242-9000)

a. The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

- b. Contractors will be required to complete a Contractor Employee Listing (to be provided at the preperformance conference) in order for employees to gain access to the installation: (i) The Contractor Employee List. This form must list every employee requiring access. Every time employees change, it must be updated to reflect additions and/or deletions. Identify those individuals you wish to have escort authority by including the word "escort" or "E" next to their names. Limit the number of individuals designated as escorts to a reasonable number (i.e. one or two). For work locations, please use building numbers or areas (i.e. Bldg. 90618 or Red Horse, AMMO Area, etc.). Once completed, send the list to the Contracting Office representative in EXCEL format using secure means such as hand carry, mail, or DoD SAFE (Secure Access File Exchange) referenced below. The Contracting Officer will then prepare and attach a cover letter, and forward the Employee List to the Visitor Control Center.
- c. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- d. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, citing the appropriate paragraphs as applicable.
- e. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- f. Beginning on 1 October 2022, all visitors/contractors/vendors to Hurlburt Field who require long-term access >30 days (DBIDS card) will be required to present a REAL ID compliant driver's license or one of the following: U.S. passport, U.S. passport card, NON-REAL ID Compliant DL w/original (or certified copy) Birth Certificate & Social Security Card, Permanent resident card (Form I-551), Transportation Worker Identification Card (TWIC), State-issued Enhanced Driver's License, Foreign government-issued passport, U.S. Citizenship and Immigration Services Employment Authorization Card(I-766), Veteran Health Identification Card (VHIC) BEGINNING 1 JANUARY 2023, ALL visitors to Hurlburt Field will be REQUIRED to present a REAL ID Compliant Driver's License or one of the alternatives listed above.

**ANYONE WHO DOES NOT HAVE ONE OF THE ABOVE WILL REQUIRE ESCORT AT ALL TIMES ON THE INSTALLATION**

- g. Failure to comply with these requirements may result in withholding of final payment.



## Section I - Contract Clauses

### 52.215-1 Instructions to Offerors-Competitive Acquisition (Nov 2021)

#### 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)

As prescribed in 15.408(m), insert the following clause:

#### Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial products or commercial services.  
(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an

exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.  
(End of clause)

52.236-27 Site Visit (Construction) (Feb 1995)

As prescribed in 36.523 , insert a provision substantially the same as the following:

Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: N/A see page 1, section 10 above for site visit date and details

(End of Provision)

52.245-1 Government Property (Sep 2021)

52.245-9 Use and Charges (Apr 2012)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls

As prescribed in 204.7304 (a), use the following provision:

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision--

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012 ,

## Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 , shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012 (b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of--

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

### AFFARS Clauses Incorporated by Full Text 5352.201-9101 AFSOC Ombudsman 10/1/2019

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, for AFSOC (Air Force Special Operations Command) acquisitions please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location - Special Operations (AFICC/KO OL-SOC) via the following e-mail workflow address: [AFICA.KO.OLSOC@us.af.mil](mailto:AFICA.KO.OLSOC@us.af.mil).

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) 10/1/2019

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test,

operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met

by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213,

CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

5352.242-9000 Contractor Access to Air Force Installations 10/1/2019

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(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform

work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification

badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of

work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the

individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and

forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized

contractor individual(s) should provide a valid driver s license, current vehicle registration, valid vehicle insurance certificate, and <<1>> to obtain a

vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for

- prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with <<2>> citing the appropriate paragraphs as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.
- (End of clause)

## FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020
52.203-7	Anti-Kickback Procedures.	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-12	Subcontractor Certified Cost or Pricing Data.	Jun 2020
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005
52.215-19	Notification of Ownership Changes.	Oct 1997
52.215-23	Limitations on Pass-Through Charges.	Jun 2020
52.215-23 Alternate I	Limitations on Pass-Through Charges. - (Alternate I)	Jun 2020
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020
52.219-8	Utilization of Small Business Concerns.	Oct 2018
52.219-13	Notice of Set-Aside of Orders.	Mar 2020
52.219-33	Nonmanufacturer Rule.	Sep 2021
52.222-3	Convict Labor.	Jun 2003
52.222-6	Construction Wage Rate Requirements.	Aug 2018
52.222-7	Withholding of Funds.	May 2014
52.222-8	Payrolls and Basic Records.	Jul 2021
52.222-9	Apprentices and Trainees.	Jul 2005
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988
52.222-11	Subcontracts (Labor Standards).	May 2014
52.222-12	Contract Termination-Debarment.	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014
52.222-14	Disputes Concerning Labor Standards.	Feb 1988
52.222-15	Certification of Eligibility.	May 2014
52.222-21	Prohibition of Segregated Facilities.	Apr 2015
52.222-26	Equal Opportunity.	Sep 2016
52.222-27	Affirmative Action Compliance Requirements for Construction.	Apr 2015
52.222-35	Equal Opportunity for Veterans.	Jun 2020

52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-37	Employment Reports on Veterans.	Jun 2020
52.222-50	Combating Trafficking in Persons.	Nov 2021
52.222-54	Employment Eligibility Verification.	May 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.223-21	Foams.	Jun 2016
52.225-1	Buy American-Supplies	Nov 2021
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area.	Nov 2007
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.229-3	Federal, State, and Local Taxes.	Feb 2013
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021
52.232-17	Interest.	May 2014
52.232-23	Assignment of Claims.	May 2014
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services.	Nov 2021
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-1 Alternate I	Disputes. - (Alternate I)	May 2014
52.233-3	Protest after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.236-2	Differing Site Conditions.	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984
52.236-5	Material and Workmanship.	Apr 1984
52.236-6	Superintendence by the Contractor.	Apr 1984
52.236-7	Permits and Responsibilities.	Nov 1991
52.236-8	Other Contracts.	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984
52.236-10	Operations and Storage Areas.	Apr 1984
52.236-11	Use and Possession Prior to Completion.	Apr 1984
52.236-12	Cleaning Up.	Apr 1984
52.236-13	Accident Prevention.	Nov 1991
52.236-15	Schedules for Construction Contracts.	Apr 1984
52.236-21	Specifications and Drawings for Construction.	Feb 1997
52.242-13	Bankruptcy.	Jul 1995
52.242-14	Suspension of Work.	Apr 1984
52.243-1 Alternate I	Changes-Fixed-Price. - (Alternate I)	Aug 1987
52.243-4	Changes.	Jun 2007
52.244-5	Competition in Subcontracting.	Dec 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan 2022
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	Apr 1984
52.249-10	Default (Fixed-Price Construction).	Apr 1984

## DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep 2013
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Feb 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Dec 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.211-7007	Reporting of Government-Furnished Property.	Mar 2022
252.215-7002	Cost Estimating System Requirements.	Dec 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Dec 2010
252.223-7004	Drug-Free Work Force.	Sep 1988

252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium.	Jun 2013
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	May 2022
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Apr 2019
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2012
252.244-7000	Subcontracts for Commercial Items.	Jan 2021
252.245-7002	Reporting Loss of Government Property	Jan 2021
252.245-7003	Contractor Property Management System Administration	Apr 2012

## **FAR Clauses Incorporated by Full Text**

### **52.204-1 Approval of Contract. Dec 1989**

As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

This contract is subject to the written approval of \_\_N/A\_\_[identify title of designated agency official here] and shall not be binding until so approved.

(End of clause)

### **52.211-10 Commencement, Prosecution, and Completion of Work. Apr 1984**

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

#### COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10[Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 515.

\* The time stated for completion shall include final cleanup of the premises.

\* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

### **52.211-12 Liquidated Damages-Construction. Sep 2000**

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

#### LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$220.80[Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

### **52.219-28 Post-Award Small Business Program Rerepresentation. Sep 2021**

As prescribed in 19.309(c)(1), insert the following clause:

#### POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference;

or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.



(2) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [ *Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.* ] The Contractor represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4) (i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. \_\_\_\_ [ The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: . ] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [ *Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.* ] The Contractor represents that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5) (i) of this clause is accurate for each EDWOSB concern participating in the joint venture. \_\_\_\_ [ The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: . ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not a veteran-owned small business concern.

(7) [ *Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.* ] The Contractor represents that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. \_\_\_\_ [ The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: . ] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[ *Contractor to sign and date and insert authorized signer's name and title.* ]

(End of clause)

## **52.219-28 Alternate I Post-Award Small Business Program Rerepresentation. (Alternate I) Sep 2021**

As prescribed in 19.309(c)(1), insert the following clause:

### **POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference;

or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

(2) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [ *Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.* ] The Contractor represents that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. \_\_\_\_\_ [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause. ] The Contractor represents that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. \_\_\_\_\_ [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [ Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it  is,  is not a veteran-owned small business concern.

(7) [ Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [ Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. \_\_\_\_\_ [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

Alternate I (MAR 2020). As prescribed in 19.309(c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
_____	_____
_____	_____

=	=
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[Contracting Officer to insert NAICS codes.]

## 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. Dec 2010

As prescribed in 22.1605 , insert the following clause:

### NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

## 52.225-9 Buy American-Construction Materials. Nov 2021

As prescribed in 25.1102(a), insert the following clause:

## BUY AMERICAN-CONSTRUCTION MATERIALS (NOV 2021)

(a) *Definitions.* As used in this clause-

*Commercially available off-the-shelf (COTS) item-*

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components means-*

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material means-*

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

none[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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Foreign and Domestic Construction Materials Price Comparison					
	<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (dollars) *</u>	
	Item1:				
	Foreign construction material	====	====	====	
	Domestic construction material	====	====	====	
	Item2:	====	====	====	
	Foreign construction material	====	====	====	
	Domestic construction material				
<p><i>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].</i></p> <p><i>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i></p> <p><i>[Include other applicable supporting information.]</i></p>					

(End of clause)

**52.226-4 Notice of Disaster or Emergency Area Set-Aside. Nov 2007**

As prescribed in 26.206(b), insert the following clause:

**NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE (NOV 2007)**

(a) *Set-aside area.* Offers are solicited only from businesses residing or primarily doing business in \_\_\_\_\_ [Contracting Officer to fill in with definite geographic boundaries.] Offers received from other businesses shall not be considered.

(b) This set-aside is in addition to any small business set-aside contained in this contract.

(End of clause)

## 52.232-5 Payments under Fixed-Price Construction Contracts. May 2014

As prescribed in 32.111(a)(5), insert the following clause:

### PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_ (Name)

\_\_\_\_ (Title)

\_\_\_\_ (Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or



(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts*. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

## 52.232-8 Discounts for Prompt Payment. Feb 2002

As prescribed in 32.111(b)(1), insert the following clause:

### DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

**52.232-11 Extras. Apr 1984**

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

## EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

**52.232-27 Prompt Payment for Construction Contracts. Jan 2017**

As prescribed in 32.908(b), insert the following clause:

## PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments- (1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30 thday after the designated billing office receives a proper invoice from the Contractor.

(2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer*. Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government*. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports-* (1) *Withholding from subcontractor*. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge*. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding*. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement*. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes*. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights*. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
  - (i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (ii) Affected contract number and delivery order number if applicable;
  - (iii) Affected line item or subline item, if applicable; and
  - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

### **52.236-26 Preconstruction Conference. Feb 1995**

As prescribed in 36.522 , insert the following clause:

#### PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

### **52.248-3 Value Engineering-Construction. Oct 2020**

As prescribed in 48.202 , insert the following clause:

#### VALUE ENGINEERING-CONSTRUCTION (OCT 2020)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

*Collateral savings*, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

*Contractor's development and implementation costs*, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

*Government costs*, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

*Instant contract savings*, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

*Value engineering change proposal (VECP)* means a proposal that-

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing- (1) *Rates.* The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) *Payment.* Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a

VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

## **52.252-2 Clauses Incorporated by Reference. Feb 1998**

As prescribed in 52.107(b), insert the following clause:

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.aquisition.gov> \_\_\_\_\_ [Insert one or more Internet addresses]

(End of clause)

## **52.252-4 Alterations in Contract. Apr 1984**

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

### ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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(End of clause)

## **52.252-6 Authorized Deviations in Clauses. Nov 2020**

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

### AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation[insert regulation name] (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)



## DFARS Clauses Incorporated by Full Text

### 252.236-7001 Contract Drawings and Specifications. Aug 2000

As prescribed in 236.570(a), use the following clause:

#### CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall-
- (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting Officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
  - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
<u>See</u>	<u>Section</u>	<u>J</u>

(End of clause)

### 252.245-7004 Reporting, Reutilization, and Disposal Dec 2017

As prescribed in 245.107(5), use the following clause:

#### REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

- (a) *Definitions.* As used in this clause-
- (1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
  - (2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes-
    - (i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and
    - (ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
  - (3) "Ineligible transferees" means individuals, entities, or countries-

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcma.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.* Item(s) \_\_\_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) \_\_\_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

## **Section J - List of Attachments**

### Section J - List of Attachments

Attachment 1a - Original Specifications, dated 16 Sep 2016 (549 pages)

Attachment 1b - Specification Revisions, dated 17 Jun 2021 (23 pages)

Attachment 2a - Original Drawings, dated 16 Sep 2016 (110 pages)

Attachment 2b - Drawing Revisions, dated 17 Jun 2021 (19 pages)

Attachment 3 - Wage Determination FL20220217, dated 02 Sep 2022 (6 pages)

Attachment 4 - Past Present Performance Questionnaire, dated 13 Jul 2022 (4 pages)

Attachment 5 - Financial Reference Sheet, dated 06 Jan 2022 (1 page)

Attachment 6 - 50 Division Construction Cost Estimate Worksheet (Excel worksheet w/ 48 tabs) Undated

Attachment 7 - Contractor Questions and Government Responses to previous solicitation FA441721R0016, no date, (11 pages)

## Section K - Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.204-7	System for Award Management.	Oct 2018

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Nov 2011
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022

### FAR Clauses Incorporated by Full Text

#### 52.204-8 Annual Representations and Certifications. May 2022

As prescribed in 4.1202(a), insert the following provision:

##### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i)  Paragraph (d) applies.

(ii)  Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
=====			



Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

## **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. Nov 2021**

As prescribed in 4.2105(a), insert the following provision:

### **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that-

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## **52.209-7 Information Regarding Responsibility Matters. Oct 2018**

As prescribed at 9.104-7(b), insert the following provision:

### **INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) *Definitions.* As used in this provision-

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

## **52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. Jun 2020**

As prescribed in 29.402-3(a), insert the following provision:

### TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision-

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

## **DFARS Clauses Incorporated by Full Text**

### **252.204-7007 Alternate A Alternate A, Annual Representations and Certifications, May 2021**

#### **Alternate A, Annual Representations and Certifications.**

As prescribed in 204.1202, use the following provision:

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

\_\_\_(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_(ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

\_\_\_(iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_(iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_(vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
___	___	___	___

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

## Section L - Instructions, Conditions, & Notices to Offerors or Quoters

### 1.0 GENERAL INSTRUCTIONS

#### 1.1 General Information

1.1.1 The offeror's proposal must include all data and information requested by these Instructions to Offerors and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Specifications and Solicitation. Non-conformance with the instructions provided in these Instructions to Offerors may result in an unfavorable proposal evaluation.

1.1.2 The proposal acceptance period is specified in Block 13, SF 1442, of this solicitation. By signing block 20B of the SF 1442, the offeror certifies that the proposal is valid from the due date and time listed in block 13A through the entire period specified in block 13D.

1.1.3 All referenced documents for this solicitation are available on the Contract Opportunities website at <https://sam.gov/>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

1.1.4 The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the SAM.gov website. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 19, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

1.1.5 The Contracting Officer listed below is the Government's sole point of contact for this acquisition. Address any questions or concerns you may have to the Contracting Officer. Written requests for clarification may be sent to the Contracting Officer at the following email address: Richard T. Beaty, Email: richard.beaty.3@us.af.mil . Please copy the following Contract Specialists for this project on any correspondence sent to the Contracting Officer: Ashley Williams, ashley.williams.85@us.af.mil, 1st Lt Sherianne Carroll, sherianne.carroll.1@us.af.mil, TSgt Patrick Eldridge, patrick.eldridge.1@us.af.mil

1.1.6 In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain a copy of all unsuccessful proposals.

1.1.7 The Contracting Officer will promptly notify offerors of any decision to exclude them from the competition; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Excluded offerors may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post award debriefing. However, excluded offerors are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify unsuccessful offerors of the source selection decision in accordance with FAR 15.503. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or FAR 15.506, as applicable.

1.1.8 If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the offeror is asking the Contracting Officer to consider as related to the claimed omission or error. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions. This reservation includes matters of additional or substitute pages of the initial proposal.

1.1.9 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

1.1.10 Who Can Participate. Proposals may only be submitted by Service Disabled Veteran Owned certified Small Business firms. At the time of initial contract offer and at time of award, each business must be a certified

SDVOSB. In order to submit an offer on a solicitation, each business concern in a Teaming Agreement or Joint Venture must be a small business under the designated NAICS size standard, and must also be a small business when combined in the aggregate of all teaming affiliates.

## 2.0 SPECIFIC INSTRUCTIONS

2.1 The following instructions are to aid in the evaluation process.

2.1.1 Offerors are responsible for submitting proposals (including any revisions, and amendments) so as to reach the Government office designated in this solicitation by the time specified in this solicitation. Bid bonds must be included with the proposal package and be received at or before the time specified in this solicitation. Only electronic versions of the proposals will be accepted. Paper copies of proposals will not be evaluated, will be rejected, and will not be considered for award.

2.1.1.1 Proposals SHALL be submitted electronically using ONLY the Contracting Communications Module (CCM) in Procurement Integrated Enterprise Environment (PIEE) located at <https://cac.piee.eb.mil/>. Each volume shall be a different file to assist with evaluations. Electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office Word 2016, MS Office Excel 2016, MS Office Project 2016, MS Office Power Point 2016 or in pdf versions, as applicable.

2.1.1.2 Proposals shall be marked as "Controlled Unclassified Information" and "Source Selection Information - See FAR 2.101 and FAR 3.104". Appropriate arrangements are required to access the CCM module in PIEE; it is the offeror's responsibility to ensure arrangements have been made to assure meeting proposal deadlines.

2.1.2 Any proposal, bond, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals will be "late" and will not be considered unless the Contracting Officer determines the criteria set forth in FAR 15.208 exists.

2.1.3 Proposals shall be complete, clearly presented, and include sufficient detail for effective evaluation as detailed in section M of this solicitation and for substantiating validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of the offeror's facilities and/or experience and will rely heavily, on the information presented in the offeror's proposal. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled electronically in an orderly manner. Elaborate artwork and expensive visual and other presentation aids are neither necessary nor desired. Include only information that is relevant to this source selection.

2.1.4 Organization/Number of Copies/Page Limits.

2.1.4.1 A complete proposal shall consist of three (3) volumes: Volume I, Technical Proposal; Volume II (a), Past Performance; Volume II (b), Signed Teaming or Joint Venture (JV) Agreement (if applicable); and Volume III, Cost/Price Proposal (Executed RFP Documents)/Contractor Responsibility. Specific guidance regarding the content of each volume will be discussed further below. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When Evaluation Notices (ENs) are necessary, the Government will issue them by electronic means to prospective offerors. Page limitations may be placed on responses to these ENs and such limitations will be provided at the time the EN is issued.

2.1.4.2 Electronic Page Size, Format and Limit.

2.1.4.2.1 An electronic page is defined as each face of an 8 1/2" X 11" electronic sheet of paper containing information. Page limits apply to all electronic files. Pages in excess of the maximum page limits defined below will not be evaluated. For the purposes of formatting, the type font shall not be less than 12 pitch. Pages shall be numbered sequentially by volume.

Volume I - Technical Proposal: Subfactor 1: 20 Page Limit

Volume II (a) - Past Performance: 10 Page Limit

Volume II (b) - Signed Teaming or JV Agreement (required if Teaming or JV is proposed): No page limit

Volume III - Cost/ Price Proposal and Contractor Responsibility: No Page Limit

2.1.4.2.2 All pages of each volume shall be appropriately numbered and identified with the Request for Proposal (RFP) number.

2.1.4.3 Cost or Pricing Related Data. All cost and/or pricing data shall ONLY be addressed in the Cost/Price Proposal Volume.

2.1.4.4 Indexing. Electronic files should be titled appropriately so as to easily discern each volume as outlined in paragraph 2.1.4.1. Each file shall contain a more detailed table of contents to delineate the subparagraphs within

that file. Tab indexing shall be used to identify sections. Indexing is not included in the page limitations.

2.1.4.5 Proposal Acceptance Period. The proposal acceptance period is specified in Block 13d of the Standard Form 1442 of the Solicitation. In accordance with Block 17, the number inserted must be equal to or greater than the number of days listed in Block 13d.

3.0 GENERAL: The Technical proposal shall be prepared in accordance with these instructions and shall be evaluated in accordance with the evaluation criteria and evaluation standards in Section M, Evaluation Factors for Award. Technical proposals shall include necessary information to enable the evaluators to form a definitive conclusion concerning the offeror's ability to perform the required construction.

3.1 FACTOR 1, Volume 1 - Technical Proposal. Offerors shall submit two versions of the Technical Proposal. Submit one (1) original and one (1) "sanitized copy" utilizing company CAGE code only in place of Company Name. Sanitized copy shall be provided as a separate file name. (e.g., "Volume 1 Sanitized Tech Proposal CAGE#").

3.1.1 TECHNICAL FACTOR - Project Schedule: Using the provided specifications, the offeror must provide a project schedule and narrative supporting the schedule. The proposal shall describe procedures, processes, and methods for tracking the progress of the project and interface with the Government and contractor team from beginning to end. The project schedule and supporting narrative shall identify the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element, and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the Technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials. At a minimum, the project schedule must include mobilization, submittals, demolition, and major work elements by specification division, final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064, Contract Progress Schedule may also be used for submission of this item, and is recommended. Offerors should only include the work elements necessary to complete the required work. The AF Form 3064, Contract Progress Schedule shall reflect a 515-day performance period. This list is provided as a guide and is not all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements. The form must show major measurable line items of the construction project, percentage/value each line item represents in the total proposal cost and a timeline when each line item is scheduled to be completed. The project schedule itself shall visually depict and address each of the following elements:

3.1.1.1 Identification of separate work elements.

3.1.1.2 Order of work elements to include project phasing

3.1.1.3 Number of days for each work element.

3.1.1.4 Identification of Long Lead Time Materials (Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials).

4.0 FACTOR 2, PAST PERFORMANCE. Submit one (1) copy only; a "sanitized copy" of Past Performance is NOT REQUIRED. Volume II (a) is limited to 20 pages and Volume II (b) - Signed Teaming or JV Agreement has no page limit. Past Performance Questionnaires and Contractor Performance Assessment Reporting System (CPARS) evaluations that accompany the offerors proposal are not included in the page limitation.

4.1 Volume II (a) - Past Performance - Offerors shall provide adequate past performance information on completed or current contracts (including Federal, State, local government and private) considered most relevant in demonstrating the ability to perform the proposed work as identified within the Specifications. Offerors must provide past performance information to establish Recency and Relevancy on all Federal contracts before State, local government or private contracts. The Government's evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (see Teaming Agreements and JV's, para 4.2 and 4.3), when such information is relevant to the instant acquisition. Offerors are required to explain what aspects of each contract are deemed relevant to complexity and magnitude as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the



Solicitation/ specification).

4.1.1 Provide a summary of the previous contracts described above. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the solicitation/specification). The summary should not exceed 1 page per reference (maximum total of 10 pages) and include:

- a) Name of project (Contract number, if applicable)
- b) Name and address of customer or Government agency
- c) Name, telephone, fax number and/or email of customer contact or contracting officer
- d) Dollar value
- e) Period of performance/Completion date
- f) Brief description of work performed, and why the effort is relevant
- g) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

4.1.1.1 Each proposal shall provide current and relevant information regarding an offeror's actions under previously awarded contracts:

a) Recency Assessment:

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past six (6) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

b) Relevancy Assessment:

The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical factor and Cost/Price factor, including their relative order of importance [reference Section M, para 2.1]. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 10 00, paragraph 1.01, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance.

4.1.2 Complete Section A, Contractor Information, of Attachment 5, Past Performance Questionnaire and mail, or email the attached Past/Present Performance Questionnaire to all past performance references in the list you provide and instruct them to return the completed questionnaire to the individual(s) indicated in paragraph 4.1.3 below. Evaluators are only allowed to use the government provided Past Performance Questionnaire form found in Section J of the solicitation, Attachment 5. Company developed questionnaires or questionnaires developed by other organizations will not be evaluated. Also, Questionnaires must be completed by Project Owners, Inspectors, Contracting Officers or their authorized representatives only. Questionnaires will not be accepted from Prime Contractors, Subcontractors, or Manufacturers.

4.1.3 Inform your references that completed questionnaires are to be submitted electronically by email directly to the address below. Questionnaires should be received not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office. In lieu of a Past/Present Performance Questionnaire, if a project is currently available in the Contractor Performance Assessment Reporting System (CPARS), the contractor can attach the evaluation to the questionnaire with the relevant solicitation number and submit with Volume II of the proposal.

Electronic submission of Questionnaires shall be sent to:

Richard Beaty, Email: richard.beaty.3@us.af.mil

Ashley Williams, Email: ashley.williams.85@us.af.mil

1st Lt Sherianne Carroll, sherianne.carroll.1@us.af.mil

TSgt Patrick Eldridge, patrick.eldridge.1@us.af.mil

4.1.4 Lack of any past performance will not automatically disqualify an offeror, but it is a factor that is considered in the Performance Price Trade-Off Source Selection described in Section M.

4.1.5 If the offeror claims there is no past performance, then that status must be identified to the Contracting Officer not later than the date/time proposals are due from all offerors.

4.2 Volume II (b) Signed Teaming Agreement - If Teaming Agreements are contemplated they must comply with 13 CFR Part 121 - Small Business Size Regulations. The teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time joint effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 4.1. The maximum number of references combined shall not exceed 10 per teaming partner.

4.2.1 The Government will recognize the integrity and validity of formal contractor Teaming Agreements; provided, the agreements are identified and company relationships are fully disclosed in an offer. A Teaming Agreement must establish each party's role in the proposal preparation process and will be incorporated into the contract. Failure to clearly define roles and/or provide a Teaming Agreement with a proposal shall make teaming arrangements and related subcontractor past performance ineligible for evaluation and consideration of award. The prime contractor shall remain fully responsible for contract performance, regardless of any Teaming Agreement between the prime contractor and its subcontractors. Teaming Agreements must provide the following information as part of their proposal, Volume II (b), not later than the date/ time proposals are due:

4.2.1.1 Clearly establish roles of each party (who is prime and who is subcontractor, who is responsible for what tasks, contract administration, proposals, work management, etc.)

4.2.1.2 Provide for protection of competition-sensitive proprietary information. (Subcontractor past performance cannot be disclosed to the prime offeror without the subcontractor's consent). Provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor, only if it is being used as part of the past performance evaluation.

4.2.1.3 Identify each member's share of the prospective contract, 50/50, 51/49, etc.

4.2.1.4 Exclusivity. Assurance that the team member will not be replaced for the duration of the contract, any exceptions should be identified. Assurance that the team members are not teaming with another firm for the same procurement.

4.2.1.5 Statement of acknowledgement that the Prime Contractor is responsible for adhering to contract terms and conditions and daily management. The Prime Contractor is obligated to negotiate in good faith and responsible for conveying mandatory government terms and conditions to subcontractors.

4.2.1.6 The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

4.2.2 At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a Teaming Agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates.

4.3 Volume II (b) Joint Ventures - A certified Service Disabled Veteran Owned small business concern may enter into a joint venture agreement with one or more other small business concerns, or with an approved mentor authorized by 13 C.F.R. (S) 125.9 (or, if also an 8(a) BD Participant, with an approved mentor authorized by 13 C.F.R (S) 124.520), for the purpose of submitting an offer for a SDVO small business contract. The joint venture itself need not be a certified SDVO small business concern.

4.3.1 A joint venture of at least one certified SDVO small business concern and one or more other business concerns may submit an offer as a small business for a SDVO procurement or sale so long as each is determined small under the size standard corresponding to the NAICS code assigned to the procurement.

4.3.2 A joint venture between a protege firm and its SBA-approved mentor (see 13 C.F.R (S) 125.9) will be deemed small provided the protege qualifies as small for the size standard corresponding to the NAICS code assigned to the SDVO procurement.

4.3.3 As part of the proposal, Volume II (b), Joint Venture Agreements must meet the criteria set forth in 13 CFR (S) 125.8.

5.0 FACTOR 3, VOLUME III - PRICE/COST PROPOSAL. (Submit the Standard Form 1442 and all pages

originally included in the RFP. Submit one (1) copy.)

5.1 Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF 1442, Solicitation, Offer, and Award. An authorized official of the firm submitting the offer must sign and date the SF 1442 in block 20a-c. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through K.

5.2 Insert prices in Section B for each Contract Line Items, including all options. All line items must be filled in. Failure to provide prices for all line items may eliminate you from competition.

5.3 In addition to the line item pricing in section B, the contractor shall complete the 50 Division Construction Cost Estimate Worksheet (Attachment 7). Contractor shall fill in construction cost estimate worksheet to include the summary and specific divisions to be utilized for this project. At a minimum, each division should include breakdowns of specific labor and material cost. The use of lump sum or lot pricing should be avoided. The 50 Division Worksheet ONLY, may be submitted electronically by close of business 2 business days after proposal submission. The total amount on the 50 Division Worksheet must match total price as submitted in Volume III Cost Proposal with variance authorized for rounding. Submit the worksheet to the following individuals:

Richard Beaty, Email: richard.beaty.3@us.af.mil

Ashley Williams, Email: ashley.williams.85@us.af.mil

1st Lt Sherianne Carroll, sherianne.carroll.1@us.af.mil

TSgt Patrick Eldridge, patrick.eldridge.1@us.af.mil

5.4 Complete representations and certifications in Section K or the System for Award Management (SAM).

5.5 Submit the Financial Reference Sheet (Attachment 6) with the top portion only completed.

5.6 Submit an electronic copy of the original Bid Bond with the proposal package.

6.0 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION.

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

7.0 AMENDMENT OF SOLICITATION PRIOR TO CLOSING.

The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such reservations or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the Contract Opportunities website (<https://sam.gov/>). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 19, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

8.0 QUESTIONS.

All questions regarding this solicitation must be submitted in writing. All questions and subsequent answers will be posted to the Contract Opportunities website <https://sam.gov/>. It is the responsibility of the contractor to continuously monitor the site for updates. To mitigate the risks associated with the cancellation of this solicitation due to untimely submission of questions, all questions must be submitted electronically to the individual(s) listed below no later than close of business 5 business days after the site visit. Any questions submitted after this period may not be answered.

Richard Beaty, Email: richard.beaty.3@us.af.mil

Ashley Williams, Email: ashley.williams.85@us.af.mil

1st Lt Sherianne Carroll, sherianne.carroll.1@us.af.mil

TSgt Patrick Eldridge, patrick.eldridge.1@us.af.mil

## **FAR Clauses Incorporated by Reference**

**Number**

**Title**

**Effective Date**

52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.204-22	Alternative Line Item Proposal.	Jan 2017
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST).	Jul 2021
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.215-1 Alternate I	Instructions to Offerors-Competitive Acquisition. (Alternate I)	Nov 2021
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014
52.236-28	Preparation of Proposals-Construction.	Oct 1997

**FAR Clauses Incorporated by Full Text**

**52.216-1 Type of Contract. Apr 1984**

As prescribed in 16.105 , complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. Feb 1999**

As prescribed in 22.810(b), insert the following provision:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
=	=
[ Contracting Officer shall insert goals ]	[ Contracting Officer shall insert goals ]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is \_\_\_\_\_. [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city].

(End of provision)

### **52.233-2 Service of Protest. Sep 2006**

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 350 Tully St., Hurlburt Field, FL 32544. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within oneday of filing a protest with the GAO.

(End of provision)

### **52.236-27 Alternate I Site Visit (Construction). (Alternate I) Feb 1995**

As prescribed in 36.523 , insert a provision substantially the same as the following:

Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: See Block 10 For Details

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(End of Provision)

Alternate I (Feb1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-

See Block 10 For Details

(c) Participants will meet at-

See Block 10 For Details

**52.252-1 Solicitation Provisions Incorporated by Reference. Feb 1998**

As prescribed in 52.107(a), insert the following provision:

**Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov> \_\_\_\_ \_\_\_\_ [Insert one or more Internet addresses]

(End of provision)

**52.252-5 Authorized Deviations in Provisions. Nov 2020**

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

**AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation[insert regulation name](48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## **Section M - Evaluation Factors for Award**

### **1.0 BASIS FOR CONTRACT AWARD**

1.1 General Information. This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Air Force Federal Acquisition Regulation Supplement (AFFARS). These regulations are available electronically at the Air Force (AF) FAR Site, <http://farsite.hill.af.mil>. The Best Value technique chosen for this particular acquisition will be a Subjective Tradeoff. The Government will select the best overall offer, based upon an integrated assessment of Technical/Technical Risk, Past Performance, and Cost/Price. Contract(s) may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the Air Force the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical and/or past performance of the higher price offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

1.2 Discussions. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk to the offeror's proposal that may change the rating of the offeror's proposal.

### **2.0 EVALUATION FACTORS.**

The following evaluation factors will be used to evaluate each proposal: Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors described below.

Factor 1: Technical - Project Schedule

Factor 2: Past Performance

Factor 3: Cost/Price

2.1 Relative Importance of Factors. The relative importance of each factor and subfactor is as follows: Past Performance, Technical, and Cost/Price. Order of importance: Factor 2 (Past Performance) being most important, Factor 1 (Technical) next in importance, and Factor 3 (Cost/Price) is last in importance. In accordance with FAR 15.304(e), all evaluation factors other than Cost/Price, when combined, are significantly more important than cost or price.

### **3.0 TECHNICAL EVALUATION FACTORS.**

The Technical evaluation provides for two distinct but related assessments into one rating: the Technical and the Technical Risk. These two have equal impact for the rating of each Technical factor. 3.1 Technical Assessment. The technical assessment provides an assessment of the quality of the offeror's solution for meeting the Government's requirement. The assessment will focus on the strengths and deficiencies of the offeror's proposal, and how well the offeror's proposal meets the Technical factor requirements.

3.2 Technical Risk Assessment. The Assessment of Technical Risk, which is manifested by the identification of weakness (es), considers potential for disruption of schedule, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. The risk rating considers the risk associated with the technical approach in meeting the requirement.

3.3 Technical Subfactor Ratings. Each Technical subfactor will receive one of the color ratings described in DoD Source Selection Procedures, Table 3 - Combined Technical/Risk Ratings, excerpted below. The Technical Risk descriptions identified in the Combined Technical/Risk Rating description are further defined in DoD

Source Selection Procedures, Table 2B - Technical Risk Descriptions, excerpted below. Factor ratings shall not be rolled up into an overall color rating for the Technical factor.

**Table 3. Combined Technical/Risk Rating Method**

<b>Color Rating</b>	<b>Adjectival Rating</b>	<b>Description</b>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

<b>TABLE 2B – TECHNICAL RISK DESCRIPTIONS</b>	
<b>Rating</b>	<b>Description</b>
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

### 3.4 FACTOR 1, Technical, Project Schedule.

Using the provided specifications, the offeror must provide a project schedule and narrative supporting the schedule. The proposal shall describe procedures, processes and methods for tracking the progress of the project and interface with the Government and contractor team from beginning to end.

3.4.1 The progress schedule and supporting narrative will be evaluated on how well the offeror captured the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element, and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials. The AF Form 3064, Contract Progress Schedule shall reflect a 395-day performance period. At a minimum, the project must include: mobilization, submittals, demolition, and major work elements by specification division, final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period.

3.4.2 The project schedule itself shall be evaluated to determine if it visually depicts and addresses each of the



following elements:

3.4.2.1 Identification of separate work elements.

3.4.2.2 Order of work elements to include project phasing

3.4.2.3 Identification of work elements in the critical path

3.4.2.4 Number of days for each work element.

3.4.2.5 Identification of Long Lead Time Materials (Long lead items such as major equipment, electrical equipment, pre-engineered piping, etc., must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials).

#### 4.0. PAST PERFORMANCE FACTOR.

The Past Performance evaluation will result in an overall performance confidence assessment as defined below. This performance confidence assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated past and present performance. The performance confidence assessments are defined in the DoD Source Selection Procedures, Table 5 and as follows:

<b>TABLE 5 - PERFORMANCE CONFIDENCE ASSESSMENTS</b>	
<b>Rating</b>	<b>Description</b>
<b>SUBSTANTIAL CONFIDENCE</b>	Based on the offeror's recent/relevant performance record, the Government has high expectation that the offeror will successfully perform the required effort.
<b>SATISFACTORY CONFIDENCE</b>	Based on the offeror's recent/relevant performance record, the Government has reasonable expectation that the offeror will successfully perform the required effort.
<b>UNKNOWN CONFIDENCE NEUTRAL</b>	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonable assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
<b>LIMITED CONFIDENCE</b>	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
<b>NO CONFIDENCE</b>	Based on the offeror's recent/relevant performance record, the Government has NO expectation that the offeror will be able to successfully perform the required effort.

4.1 Evaluation Process: The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. Performance confidence is assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the Technical factors and Cost /Price factor taking into consideration their relative order of importance stated in Section M, paragraph 2.1. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS) or other databases; interviews with Program Managers and Contracting Officers; the Defense Contract Management Agency (DCMA), and commercial sources.

4.1.1 Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past six (6) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

4.1.2 Relevancy Assessment: The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical factor and Cost/Price factor, including their relative order of importance (reference Section M, 2.1). Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 10 00, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the

mentioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. A relevancy determination of the offeror's past performance will be made based upon the mentioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government will use the following relevancy definitions from the DoD Source Selection Procedures, Table 4 when assessing recent contracts:

Rating	Definition
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**VERY RELEVANT:** Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

**RELEVANT:** Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

**SOMEWHAT RELEVANT:** Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

**NOT RELEVANT:** Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

4.1.3 Quality of Performance. All recent past performance that is determined to be somewhat relevant, relevant, or very relevant will be reviewed to determine the quality of the offeror's performance, general trends, and the usefulness of the performance. This information will be used by the evaluation team in determining the overall performance confidence assessment rating.

4.1.3 Quality of Performance. All recent past performance that is determined to be somewhat relevant, relevant, or very relevant will be reviewed to determine the quality of the offeror's performance, general trends, and the usefulness of the performance. This information will be used by the evaluation team in determining the overall performance confidence assessment rating.

4.1.4 Assigning Ratings: As a result of the relevancy of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the Technical factors and cost/price factor, the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of recent/relevant past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor. More recent performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

4.1.5 If a Teaming Agreement is submitted as part of the proposal as outlined in Section L para 4.2, each teaming offeror's past performance will be evaluated separately using the same evaluation methods described above. The Prime Contractor's past performance will be weighted slightly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE ASSESSMENT CONFIDENCE RATING as defined in Section M.

4.1.6 If an offer is submitted as a Joint Venture under a Mentor-Protege program as outline in Section L para

4.3, the Government will evaluate past performance for each partner to the Joint Venture individually as well as past performance accomplished by the Joint Venture itself. The separate ratings of each party in the Joint Venture will be combined to determine an aggregate PERFORMANCE ASSESSMENT CONFIDENCE RATING as defined in Section M

#### 5.0 COST OR PRICE FACTOR.

The offeror's Cost/Price proposal will be evaluated to ensure it is reasonable, pursuant to FAR 15.404.

5.1 Reasonable: Must represent a price to the Government that a prudent person would pay in the conduct of competitive business.

6.0 CLARIFICATIONS, DISCUSSIONS, AND NEGOTIATIONS. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offeror's best terms from a price and technical standpoint. In accordance with FAR 15.306, Offerors may be asked to clarify certain aspects of their proposal (for example, relevance of past performance information). Communications (Clarifications) conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions or negotiations may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or in face-to-face oral discussions at the 1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL, 32544.

#### 7.0 CONTRACTOR RESPONSIBILITY.

Once the apparent successful offeror is selected the Government will evaluate the offeror's financial capabilities and the specified criteria at FAR 9.104. Solicitation Attachment 6, Financial Reference Sheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offerors financial capabilities and overall contractor responsibility using the specified criteria at FAR 9.104.

#### 8.0 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

### **FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
52.225-10	Notice of Buy American Requirement-Construction Materials.	May 2014